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## STATE OF IOWA



### REQUEST FOR PROPOSAL RFP # DES-001

### Iowa Student Record and Transcript Exchange System

On Behalf of the Iowa Department of Education

**Letters of Intent Due Date: January 5, 2009, 4:00 P.M. Central Standard Time**

**Proposal Due Date: February 9, 2009, 4:00 P.M. Central Standard Time**

**Vendors please fill in the information below:**

Company Name:  
Contact Name:  
Company Address:  
Street:  
City:  
State:  
Zip:  
Company Telephone:  
Company Fax:  
Email (Point of Contact):

**Submit Bid Proposal to:**

Jim Addy, Issuing Officer  
Iowa Department of Education  
Division of School Support and Information  
Grimes State Office Building  
400 E. 14th St.  
Des Moines, IA 50319-0146

All available information concerning this Request for Proposal can be downloaded from the Iowa Department of Education website:

[http://www.iowa.gov/educate/index.php?option=com\\_content&task=category&sectionid=37&id=47&Itemid=1505](http://www.iowa.gov/educate/index.php?option=com_content&task=category&sectionid=37&id=47&Itemid=1505)

All questions should be in writing and directed to:

DE Issuing Officer: Jim Addy

Email: [ed.rfp@iowa.gov](mailto:ed.rfp@iowa.gov) (preferred method of communication)

Fax: (515) 242-5988

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# **1 Section: Introduction**

## **1.1 Purpose of Procurement**

This Request for Proposal (RFP) is issued by the Iowa Department of Education (DE). The purpose of this RFP is to seek the services of a qualified vendor to successfully execute an electronic statewide PK-12 Student Record and Transcript Exchange System. The intent of this RFP is to award a contract to that responsible vendor whose bid, conforming to this invitation for bid, is most advantageous to the state, price, and other factors considered.

The DE intends to award a contract for a period of one to five years depending upon the proposed implementation timeline. The DE shall have the sole option to annually renew the contract upon the same terms and conditions for additional one-year terms. The DE expects that the implementation timeline will include a proposal for a staggered implementation where different user groups are brought on at different times. Any contract resulting from the RFP shall not be an exclusive contract.

### **1.1.1 Project Deliverables**

The deliverables for the proposed electronic statewide PK-12 Student Record and Transcript Exchange System will include:

- a. Web-based portal.
- b. User management system.
- c. Consultation services with the student information system vendors serving Iowa school districts to create a standard PK-12 student record and transcript export.
- d. Electronic and print file transfer system.
- e. Notification system.
- f. Reporting tool.
- g. Iowa high school permanent transcript repository.

The requirements for these deliverables are explained in greater detail in Section 3.2 Scope of Work.

## **1.2 Definitions**

**DE:** Iowa Department of Education.

**Iowa Board of Regents:** Governing body of the state universities.

**Iowa Choices®:** This system is comprised of nine different software programs and is the state designated Career Information and Decision-Making System. For the 2008-2009

academic year, Choices<sup>®</sup> Planner is provided free to all Iowa high schools, colleges and universities, and area education agencies and Choices Explorer is provided free to all Iowa middle schools. Iowa Choices<sup>®</sup> is made up of a partnership between the Iowa College Student Aid Commission, the DE, and the software vendor, Bridges Transitions Company. Funding for Choices Explorer and Choices Planner was provided by the Iowa College Student Aid Commission. (Reference: <http://www.iowacollegeaid.org/>)

**LEA:** Local education agency also known as a local school district. Currently there are 362 districts in the state.

**SIF:** Schools Interoperability Framework. The Schools Interoperability Framework Association (SIFA) is a non-profit membership organization whose members include over 300 software vendors, school districts, state departments of education, and other organizations active in primary and secondary (PK-12) markets. These organizations have come together to create a set of rules and definitions which enable software programs from different companies to share information. This set of platform-independent, vendor-neutral rules and definitions is called the SIF Implementation Specification. The SIF Specification makes it possible for programs within a school or district to share data without any additional programming and without requiring each vendor to learn and support the intricacies of other vendors' applications. (Reference: <http://www.sifinfo.org/general-overview.asp>)

**Student Records:** For this proposal, student records are defined as a standardized dataset of PK-12 student educational data, including but not limited to: demographics, enrollment/attendance, program indicators, kindergarten literacy assessment, English language learner, high school curriculum, and expulsion/suspension.

**Transcripts:** For this proposal, transcripts are defined as a standardized dataset of secondary (grades 9 -12) and postsecondary student educational data, including but not limited to: demographics, grade point, class rank, course information including federal National Center for Education Statistics (NCES) and School Codes for the Exchange of Data (SCED) titles and codes, credit type, grading system used, and session information.

### 1.3 Background and Overview

The DE is planning the design and implementation of a statewide PK-12 Student Record and Transcript Exchange System that will facilitate the flow of student transcript data between Iowa high schools and postsecondary institutions nationally as well as between postsecondary institutions and other postsecondary institutions across the country, and that will also facilitate the flow of student records between Iowa school districts. In addition, this initiative will include a permanent electronic transcript repository which will provide a central location for all final high school transcripts and will provide a service to Iowa

citizens, school districts, and postsecondary institutions as well as assist the DE in meeting state and federal reporting requirements.

The system is an out-growth of Project EASIER (Electronic Access System for Iowa Education Records), the state's electronic data collection that is based on individual student data. Implemented in the 1995-96 school year, Project EASIER's major goals and components were:

1. Sending individual student data electronically from Iowa school districts to the DE to fulfill state and federal reports.
2. Sending high school transcript data electronically to colleges and universities.
3. Sending student records electronically when students transfer to other districts within the state of Iowa.

The first goal has been achieved. Beginning with the 2004-2005 school year, the DE received, through Project EASIER, individual data on each student enrolled in every public school district. Approximately 75 data elements are included in the data collection. As part of the EASIER system, all public PK-12 students have been assigned a unique state student ID.

Proof-of-Concept was demonstrated relative to goal two when transcript data were transmitted electronically from the Des Moines Independent School District to the University of Northern Iowa and Iowa State University. However, the use of a third-party software (a desktop EDI translation and communication software package that provided integration of trading partner management, importing and translating, email, FTP, and acknowledgment processing) relied on the user's knowledge of the product and required a great deal of configuration at installation. The ongoing technical assistance needed by the district and provided by the DE made statewide adoption impossible.

Implementation of goal three has not been explored at this time.

With the successful implementation of the first phase of Project EASIER, the DE can now focus on facilitating the transfer of transcript and student record data which will result in data burden reduction for school districts and postsecondary institutions. As part of an analysis for the Iowa Legislature in 2007, the DE estimated:

- Annually, 39,000 to 40,000 high school seniors will request an average of four transcripts be sent to postsecondary institutions of their choice.
- Annually, 20,000 high school juniors will request an average of two transcripts be sent to postsecondary institutions of their choice.

While not an original Project EASIER goal, this project will also include the facilitation of transcript data between postsecondary institutions. Transcript transmission will not be limited to the state of Iowa, but rather will include all academic institutions in the United States. Student records exchange will be limited to school districts within the state of Iowa, at least initially.

Further, two committees of practitioners, the Postsecondary Electronic Transcript Committee and the PK-12 Electronic Student Record Exchange Task Force, are providing guidance to the DE regarding this project. The Postsecondary Electronic Transcript Committee includes representatives from the three Regent institutions, community colleges, Board of Regents Office, College Student Aid Commission, and private colleges while the PK-12 Electronic Student Record Exchange Task Force includes administrators, teachers, technology staff, curriculum directors, and guidance counselors from local school districts. As a result of the committees' recommendations, a standard high school transcript and student record will be used in the state. Both committees have identified sets of data elements to be included in the transcripts and student records.

#### **1.4 Educational System Description**

The Iowa Student Record and Transcript Exchange System will be a collaborative effort among four components of the education community including the DE, Regent institutions, community colleges, and local school districts. The DE will serve as the facilitator of the project and hold the agreement with the vendor.

The DE works with the State Board of Education to provide oversight, supervision, and support for the state education system that includes: public elementary and secondary schools, state accredited nonpublic schools, area education agencies, community colleges, and teacher preparation programs. The DE employs approximately 210 people in three major divisions: Community Colleges & Workforce Preparation; PK-12 Education; and School Support and Information. Although the state libraries, vocational rehabilitation, and public television remain affiliated with the DE, their operations have expanded and developed into independent entities with independent boards.

The Iowa Board of Regents was created by the Iowa General Assembly in 1909 and is a group of nine citizens who govern five public educational institutions in the state through policymaking, coordination, and oversight as provided by law. The Board enhances the quality of life for Iowans by maintaining the educational quality, accessibility, and public service activities of Iowa's three public universities—The University of Iowa, Iowa State University, and the University of Northern Iowa; and two special preschool/K-12th grade schools—the Iowa School for the Deaf and the Iowa Braille and Sight Saving School.



The University of Iowa <http://www.uiowa.edu/>, located in Iowa City is composed of 11 colleges, the largest of which is the College of Liberal Arts and Sciences, enrolling most of Iowa's undergraduates. The Henry B. Tippie College of Business, the Roy J. and Lucille A. Carver College of Medicine, and the Colleges of Education, Engineering, Law, Nursing, and Pharmacy, enroll undergraduates, and with the Colleges of Dentistry and Public Health provide graduate education in conjunction with the Graduate College. The University has world renowned research programs in genetics, hydraulics, and speech and hearing, and has recorded major innovations in agricultural medicine, biocatalysts, biomedical engineering, biomedical sciences, and pharmacology education. Its graduate programs in audiology, printmaking, creative writing, speech-language pathology, and nursing service administration are first-ranked. More than 29,000 students enroll at The University Iowa each year.

Iowa State University <http://www.iastate.edu/>, located in Ames is a land-grant university and is ranked as one of the top 50 public universities in the nation by *U.S. News and World Report*. Iowa State is a large, prestigious university with a friendly hometown personality. Its 26,000 students choose from 100+ majors, study with world-class scholars and keep more than 500 student organizations going strong. Colleges include Agriculture and Life Sciences, Business, Design, Engineering, Graduate, Human Sciences, Liberal Arts and Science, and Veterinary Medicine.

The University of Northern Iowa <http://www.uni.edu/>, located in Cedar Falls, is a quality state-supported university of approximately 13,000 students that offers more than 120 majors across the colleges of Business Administration, Education, Humanities and Fine Arts, Natural Sciences, Social and Behavioral Sciences, and Graduate College. The university has consistently been named one of the "Best in the Midwest" in the Princeton Review Best 351 College Rankings guide, and has ranked second in Midwest top public comprehensive universities by U.S. News and World Report for 11 consecutive years.

Iowa has a statewide system of 15 community colleges. These public, postsecondary, two-year institutions are organized as comprehensive community colleges. Each college serves a multi-county merged area which may vary in size from four to twelve counties; all of Iowa's 99 counties are included in one of these merged areas.

Community colleges are governed by locally elected boards of directors that consist of five to nine members who are elected for terms of three years. Each community college offers a comprehensive educational program. All Iowans of postsecondary school age are eligible to attend any of the community colleges. Community colleges also offer special programs for students who attend local secondary schools.

Community colleges have an "open-door" admission policy which guarantees Iowans an opportunity for educational assistance and career development regardless of previous educational attainment. To implement this policy, community colleges offer: assistance in

developing skills necessary for success in preparatory career and college parallel programs; supplementary services to disabled and disadvantaged students; and a variety of other support services designed to help students succeed.

In 2007-2008 there were 364 public school districts in Iowa with a total enrollment of 472,628 students. Table 1.1 provides enrollment by grade. Currently there are 362 school districts in the state.

State IDs were assigned to all public school students beginning in the 2004-2005 school year, thus providing the mechanism for tracking student mobility over time. Currently, mobility data are available for the graduating class of 2007 in which approximately 4.25 percent of the students who entered 10th grade in 2004 graduated from a high school other than the one entered in 10th grade.

**2007-2008 Public School  
Enrollment by Grade**

Grade	Enrollment
Kindergarten	37,819
Grade 1	34,874
Grade 2	34,855
Grade 3	34,709
Grade 4	34,590
Grade 5	34,421
Grade 6	34,557
Grade 7	35,152
Grade 8	36,040
Grade 9	38,992
Grade 10	39,306
Grade 11	38,199
Grade 12	39,114

Table 1.1

## **2 Section: Administrative Information**

### **2.1 Bid Proposal Procedure**

#### **2.1.1 Bid Proposal Timetable**

The following dates are set forth for informational and planning purposes; however, the DE reserves the right to change the dates.

Notice of Intent to Issue RFP	12/05/2008
Issue RFP	12/08/2008
Letters of Intent	01/5/2009
Questions Due	01/5/2009
Response to Questions Issued	01/26/2009
Closing Date for Receipt of Bid Proposals and Amendment to Bid Proposals	02/09/2009
Open Bid Proposals	02/10/2009
Announce Vendors Selected for Presentations	03/06/09
Presentations from Vendors	Week of 03/16/2009
Announce Successful Vendor	04/1/2009
Completion of Contract Negotiations and Execution of the Contract	04/17/2009
Begin Contract	04/17/2009

#### **2.1.2 Issuing Officer**

The issuing officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jim Addy, Issuing Officer  
RFP # DES-001  
Iowa Department of Education  
Division of School Support and Information  
Grimes State Office Building  
400 E. 14th St.  
Des Moines, IA 50319-0146

#### **2.1.3 Restriction on Communication**

From the issue date of this RFP until announcement of the successful vendor, vendors may contact only the issuing officer. The issuing officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the issuing officer via U.S. mail, electronic mail, or fax by 4:00 P.M., Central Standard Time, January 5, 2009.

Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

#### **2.1.4 Downloading the RFP from the Internet**

All amendments will be posted on the DE's home page at [http://www.iowa.gov/educate/index.php?option=com\\_content&task=category&sectionid=37&id=47&Itemid=1505](http://www.iowa.gov/educate/index.php?option=com_content&task=category&sectionid=37&id=47&Itemid=1505). The vendor is advised to check the DE's home page periodically for amendments to this RFP, particularly if the vendor downloaded the RFP from the Internet as the vendor may not automatically receive amendments. If the vendor received this RFP as a result of a written request to the DE, the vendor will automatically receive amendments.

#### **2.1.5 Questions, Requests for Clarification, and Suggested Changes**

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarification, or suggestions must be in writing via U.S. mail, electronic mail, or fax and received by the issuing officer before 4:00 P.M., Central Standard Time, January 5, 2009. Oral questions will not be permitted. If the questions, requests for clarification, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarification, or suggestions will be posted on or before February 2, 2009, on the DE's website

([http://www.iowa.gov/educate/index.php?option=com\\_content&task=category&sectionid=37&id=47&Itemid=1505](http://www.iowa.gov/educate/index.php?option=com_content&task=category&sectionid=37&id=47&Itemid=1505)). The DE's written responses will be considered part of the RFP. If the DE decides to adopt a suggestion, the DE will issue an amendment to the RFP. The DE assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

#### **2.1.6 Letters of Intent to Bid**

A letter of intent to bid must be mailed, sent via U.S. mail, delivery service, faxed, emailed, or hand delivered by the vendor or the vendor's representative to the issuing officer and received by 4:00 P.M., Central Standard Time, January 5, 2009. Emailed letters of intent will be acknowledged within five business days. The letter of intent to bid must include the vendor's name, mailing address, electronic mail address, fax number, telephone number, a statement of intent to bid for the Student Record and Transcript Exchange System contract, and an authorizing signature.

**Submitting a letter of intent to bid is a mandatory condition to submit a bid proposal** and to ensure receipt of written responses to vendors' questions and

amendments to the RFP. Failure to submit a letter of intent by the deadline specified will result in the rejection of the vendor's bid proposal.

#### **2.1.7 Submission of Bid Proposals**

The DE must receive the bid proposal at the Grimes State Office Building before 4:00 P.M., Central Standard Time, February 9, 2009. This is a mandatory requirement and will not be waived by the DE. Any bid proposal received after this deadline will be rejected and returned unopened to the vendor. Vendors mailing bid proposals must allow ample delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted. Vendors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.

#### **2.1.8 Amendment to the RFP and Bid Proposal and Withdrawal of Bid Proposal**

The DE reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the DE may, in its sole discretion, allow vendors to amend their bid proposals in response to the DE's amendment if necessary.

A vendor may amend its bid proposal. The amendment must be in writing, signed by the vendor and received by the deadline set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted. Vendors who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline. Vendors must notify the issuing officer in writing if they wish to withdraw their proposals.

After the deadline, vendors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The issuing officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the DE may retain the vendor's bid bond.

#### **2.1.9 Bid Proposal Opening**

The DE will open bid proposals at 9:00 A.M., Central Standard Time, February 10, 2009. The bid proposals will remain confidential until the Evaluation Committee has reviewed

all of the bid proposals submitted in response to this RFP and the DE has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

#### **2.1.10 Disqualification**

The DE shall reject outright and shall not evaluate proposals for any one of the following reasons:

- a. The vendor fails to deliver the bid proposal by the due date and time.
- b. The vendor fails to deliver the cost proposal in a separate envelope.
- c. The vendor states that a service requirement cannot be met.
- d. The vendor's response materially changes a service requirement.
- e. The vendor's response limits the rights of the DE.
- f. The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- g. The vendor fails to respond to the DE's request for information, documents, or references.
- h. The vendor fails to include a bid bond.
- i. The vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in Section 4 of this RFP.
- j. The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- k. The vendor initiates unauthorized contact regarding the RFP with state employees.

#### **2.1.11 Verification of Bid Proposal Contents**

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

#### **2.1.12 Nonmaterial and Material Variances**

The DE reserves the right to waive or permit cure of nonmaterial variances in the bid proposal if, in the judgment of the DE, it is in the DE's best interest to do so. Nonmaterial variances include minor informalities that:

- Do not affect responsiveness.

- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice other vendors.
- Do not change the meaning or scope of the RFP.
- Do not reflect a material change in the services.

In the event the DE waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the DE.

#### **2.1.13 Reference Checks**

The DE reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal, and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal.

#### **2.1.14 Information from Other Sources**

The DE reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

#### **2.1.15 Bid Proposal Clarification Process**

The DE reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the DE or any other political subdivision wherever located, or requests for corrective pages in the vendor's bid proposal. The DE will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services the vendor is offering to the DE. An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the DE within the time specified in the DE's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

#### **2.1.16 Public Records and Requests for Confidential Treatment**

The DE may treat all information submitted by a vendor as public information following the conclusion of the selection process unless the vendor properly requests that

information be treated as confidential at the time of submitting the bid proposal. The DE's release of information is governed by Iowa Code Chapter 22. Vendors are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The DE will copy public records as required to comply with the public records laws.

Any request for confidential treatment of information must be included in the transmittal letter with the vendor's bid proposal. In addition, the vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the DE concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the vendor.

If the vendor designates any portion of the RFP as confidential, the vendor must submit one copy of the bid proposal from which the confidential information has been excised.

This excised copy is in addition to the number of copies requested in Section 4 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The DE will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the DE receives a request for information marked confidential, written notice shall be given to the vendor seven calendar days prior to the release of the information to allow the vendor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code.

The vendor's failure to request confidential treatment of material will be deemed by the DE as a waiver of any right to confidentiality, which the vendor may have had.

#### **2.1.17 Presentations**

Selected vendors will be required to make a presentation of the bid proposal. The location, order, and schedule of the presentations are at the sole discretion of the DE. The presentation may include slides, graphics, and other media selected by the vendor to



illustrate the vendor's bid proposal. The presentation shall not materially change the information contained in the bid proposal.

#### **2.1.18 Evaluation of Bid Proposals Submitted**

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The DE will not necessarily award any contract resulting from this RFP to the vendor offering the lowest cost to the DE. Instead, the DE will award the contract to the compliant vendor whose proposal receives the most points in accordance with the evaluation criteria set forth in Section 5 of this RFP and subject to approval of the DE.

#### **2.1.19 Award Notice and Acceptance Period**

Notice of intent to award the contract will be sent by mail to all vendors submitting a timely bid proposal. Negotiation and execution of the contract shall be completed no later than April 17, 2009. If the apparent successful vendor fails to negotiate and deliver an executed contract by April 17, 2009, the DE may cancel the award and award the contract to the next highest ranked vendor.

#### **2.1.20 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for services and no vendor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful vendor and the DE.

### **2.2 Bid Proposal Terms and Conditions**

#### **2.2.1 Vendor Requirements**

The DE will give preference to vendors who have three or more years experience in implementing a Student Record and Transcript Exchange System for state education agencies and a successful record of accomplishing projects of this magnitude. In addition, the DE requires that a vendor be able to provide superior customer service throughout the duration of the project. The vendor must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. Factors taken into consideration include the vendor's:

- Financial stability.
- Experience with managing, developing, and deploying systems for state and/or local government.

- History of customer satisfaction, particularly in the area of responsiveness.
- Availability of personnel with the required skills and experience.
- Methodologies and tools used to plan, manage, design, develop, and implement the proposed DE's solution.
- The vendor's experience working with and knowledge of SIF.

Vendors are expected to propose sufficient staff, with the requisite skills, to meet all requirements in this RFP. Vendors must provide representative job descriptions for all positions identified in the vendor's proposal. In addition, the DE has listed key roles for which vendors must identify personnel and provide résumés. The DE is requiring key roles to be named for the project, consistent with the belief that the vendor should be in the best position to define the project staffing for their approach to meeting the requirements.

### **Project Manager**

The project manager's responsibilities, at minimum, will include:

- Evaluate and recommend staff with appropriate skills for a project team.
- Coordinate the activities of a number of project team members: schedule work assignments, set priorities, direct work, and address deviations from plans.
- Develop and execute communication plans for the good of the project team.
- Evaluate the work product of project team members.
- Initiate completion of change control documents and ensure DE approval.
- Maintain the risk management document, risk and mitigation activities, keeping aware of the current risk status of a project and the need to employ mitigation measures.
- Maintain records of work completed and deliverables.
- Ensure all program and system documentation is complete before approvals and payments are made.
- Help others adapt to new and unfamiliar concepts and tools and solve the most difficult barriers to the completion of their assignment.

The project manager must have a minimum of three years of recent project management experience and have demonstrated expert knowledge, skills, and abilities in project management. In addition, the individual must have four to five years of professional experience directing information technology developers. This position requires possession of a bachelor's degree preferably in information technology, engineering, or business or equivalent experience. Project Management Professional

(PMP) certification preferred. Previous experience in a secondary and postsecondary education project is preferred.

### **Training Specialist**

This position requires a person with directly related knowledge and experience in the areas of computer and applications-related user and support personnel training. Tasks may include identifying the training needs of potential participants, preparation of training plans and schedules, developing course materials, preparation of computerized training exercises, and conducting training sessions. Individuals proposed for this position must possess superior communications and interpersonal skills. This position requires one to two years experience in developing and providing specialized training.

The project manager must be an employee of the vendor when the proposal is submitted. All additional key personnel must be employed by or committed to join the vendor's organization by the beginning of the contract start date. In addition, the DE wishes to approve the vendor's project manager.

In addition to the key roles listed above, a résumé must be submitted for each person who will spend greater than 30 percent of their time on the project.

The DE project manager shall have the absolute right to approve or disapprove the vendor's and any subcontractor's key personnel assigned to this contract. The DE project manager may also approve or disapprove any proposed changes in key staff or require the removal or reassignment of any vendor employee or subcontractor personnel found unacceptable by the DE.

## **2.2.2 Subcontractors**

Subcontractors may be used to perform work under this contract. If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the vendor must provide the following information concerning each prospective subcontractor within five working days from the date of the DE's request:

- a. Complete name of the subcontractor.
- b. Complete address of the subcontractor.
- c. Type of work the subcontractor will be performing.
- d. Percentage of work the subcontractor will be providing.
- e. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

- f. A vendor's failure to provide this information, within the time set, may cause the DE to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the DE's issuing officer or DE project manager.

### **2.2.3 Joint Ventures**

Joint ventures are acceptable. If submitting a proposal as a joint venture, the vendor must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

### **2.2.4 Rejection of Bid Proposals**

The DE reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DE to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the DE's benefit and is intended to provide the DE with competitive information to assist in the selection of a vendor to provide services. It is not intended to be comprehensive and each vendor is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

### **2.2.5 Costs of Preparing the Bid Proposal**

The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

### **2.2.6 Disposition of Bid Proposals**

All proposals become the property of the DE and shall not be returned to the vendor unless all bid proposals are rejected or the RFP is cancelled. In either event, vendors will be asked to send prepaid shipping instruments to the DE for return of the bid proposals submitted. In the event the DE does not receive shipping instruments, the DE will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

### **2.2.7 Copyrights**

By submitting a bid proposal, the vendor agrees that the DE may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The vendor consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The DE shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

### **2.2.8 Release of Claims**

By submitting a bid proposal, the vendor agrees that it will not bring any claim or cause of action against the DE based on any misunderstanding concerning the information provided herein or concerning the DE's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

### **2.2.9 Restrictions on Gifts and Activities**

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## **2.3 Contract Terms and Conditions**

### **2.3.1 Security and Confidentiality**

It is the responsibility of the vendor to ensure that all documentation, electronic files, and data are developed, used, and maintained in a secure manner, protecting the confidentiality of all materials, records, and files.

During development, testing, and production, the vendor must ensure that all data collected and presented to users is regulated by the restrictions on data sharing as outlined by the Family Educational Rights and Privacy Act (FERPA), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act (COPPA), National School Lunch Act (NSLA), and Iowa Code Chapter 22.11.

Vendor staff assigned to the project must:

- a. Sign nondisclosure agreements.
- b. Sign acceptable use and security agreements.

- c. Submit to background checks.

The vendor will be required to authorize and pay for the investigation of its personnel who potentially may have access to state facilities and systems.

The DE reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

The scope of the background check is at the discretion of the state and the results will be used to determine vendor personnel eligibility for working within state facilities and with state systems.

Such investigations may include the Iowa State Division of Criminal Investigation (DCI) and the Federal Bureau of Investigation (FBI) to conduct background checks as well as the National Crime Information Center (NCIC).

Proposed vendor personnel may be required to complete and submit an FBI Fingerprint Card for the NCIC Finger Print Check.

The DE must also approve the company which will be used by the vendor to perform the background checks.

The results of both the state and national criminal background checks are to be sent to the DE for review.

### **2.3.2 Warranties**

The vendor will provide a warranty provision for the products and services resulting from this contract commencing on the first day following formal written acceptance by the DE for a particular phase or software component. The minimum warranty period is three years.

During the warranty period, the vendor must correct any element of the system which fails to perform in accordance with the requirements of this RFP and/or published specifications. Corrective action by the vendor may include, but is not limited to, redesigning, repairing, or replacing the nonconforming element.

The warranty shall provide that all hardware, software, and firmware is free from imperfections in design and free from any and all defects and is able to perform continuously and satisfactorily under normal operating conditions. The vendor shall assign all applicable third party warranties for deliverables to the DE.

### **2.3.3 Ownership**

#### **2.3.3.1 Ownership of Materials**

The DE and vendor will continue to own their respective proprietary technologies developed before entering into the contract. Any hardware bought through the vendor by the DE, and paid for by the DE, will be owned by the DE. Any software licensed through the vendor and sold to the DE, will be licensed directly to the DE.

#### **2.3.3.2 Ownership of Work Product by State**

All deliverables produced uniquely for this contract shall be owned by the DE and shall be considered works made for hire by the vendor for the DE. The DE shall own all U.S. and international copyrights, trademarks, patents, or other proprietary rights in the deliverables.

#### **2.3.3.3 Vesting of Rights**

With the sole exception of any pre-existing licensed works identified in the bid proposal, the vendor shall assign, and upon creation of each deliverable automatically assign, to the DE, ownership of all U.S. and international copyrights, trademarks, patents, or other proprietary rights in each and every deliverable, whether or not registered by the vendor, insofar as any such deliverable, by operation of law, may not be considered work made for hire by the vendor for the DE. From time to time upon the DE's request, the vendor and/or its personnel shall confirm such assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the DE may request. The DE shall have the right to obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for deliverables.

#### **2.3.3.4 Rights in Data**

The DE will be and remain the owner of all data made available by the DE to the vendor or its agents, subcontractors or representatives pursuant to the vendor. The vendor will not use the DE's data for any purpose other than providing the services. No part of the DE's data will be disclosed, sold, assigned, leased or otherwise disposed of to the general public, specific third parties or commercially exploited by or on behalf of the vendor. No employee of the vendor other than those on a strictly need to know basis will have access to the DE's data.

The vendor will not possess or assert any lien or other right against the DE's data.

Without limiting the generality of this section, the vendor shall only use personally identifiable information as strictly necessary to provide the services and shall disclose such information only to its employees who have a strict need to know such information. The vendor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

The DE is and shall remain the owner of all state-specific data pursuant to the contract. The DE may use the data provided by the vendor for any purpose. The DE will not possess or assert any lien or other right against the vendor's data. Without limiting the generality of this section, the DE shall only use personally identifiable information as strictly necessary to utilize the services and shall disclose such information only to its employees who have a strict need to know such information, except as provided by law. The DE shall comply at all times with all laws and regulations applicable to such personally identifiable information. Other material developed and provided to the DE shall remain the DE's sole and exclusive property.

#### **2.3.3.5 Standard Software**

If applicable and necessary, all standard software used in performing the services shall be provided to the DE under a separate license agreement between the DE and the owner (or authorized licensor) of such software.

#### **2.3.3.6 Pre-existing Materials for Custom Software Deliverables**

Neither the vendor nor any of its subcontractors shall incorporate any pre-existing materials (including standard software) into deliverables or use any pre-existing materials to produce deliverables if such pre-existing materials will be needed by the DE in order to use the deliverables unless:

- Such pre-existing materials and their owners are identified to the DE in writing.
- Such pre-existing materials are either readily commercially available products for which the vendor or its subcontractor, as the case may be, has obtained a license (in form and substance approved by the DE) in the name of the DE.
- Such materials that the vendor or its subcontractor, as the case may be, has the right to license to the DE and has licensed to the DE on terms and conditions approved by the DE prior to using such pre-existing materials to perform the services.

#### **2.3.4 Choice of Law and Forum**

This RFP and the resulting contract are to be governed by the laws of the state of Iowa.

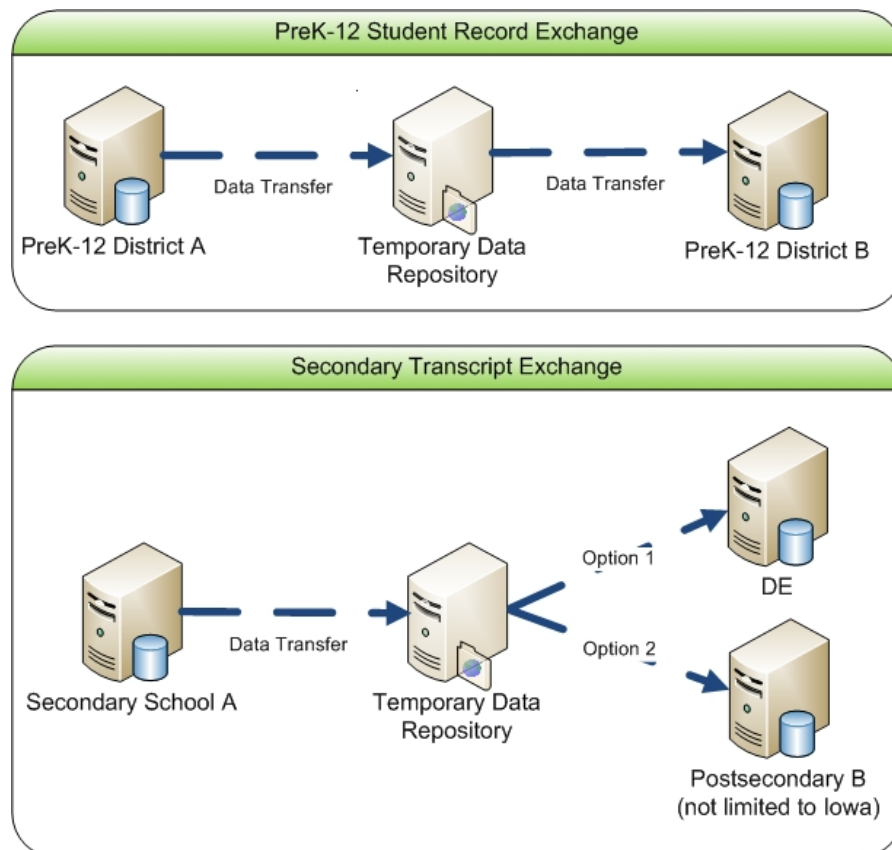


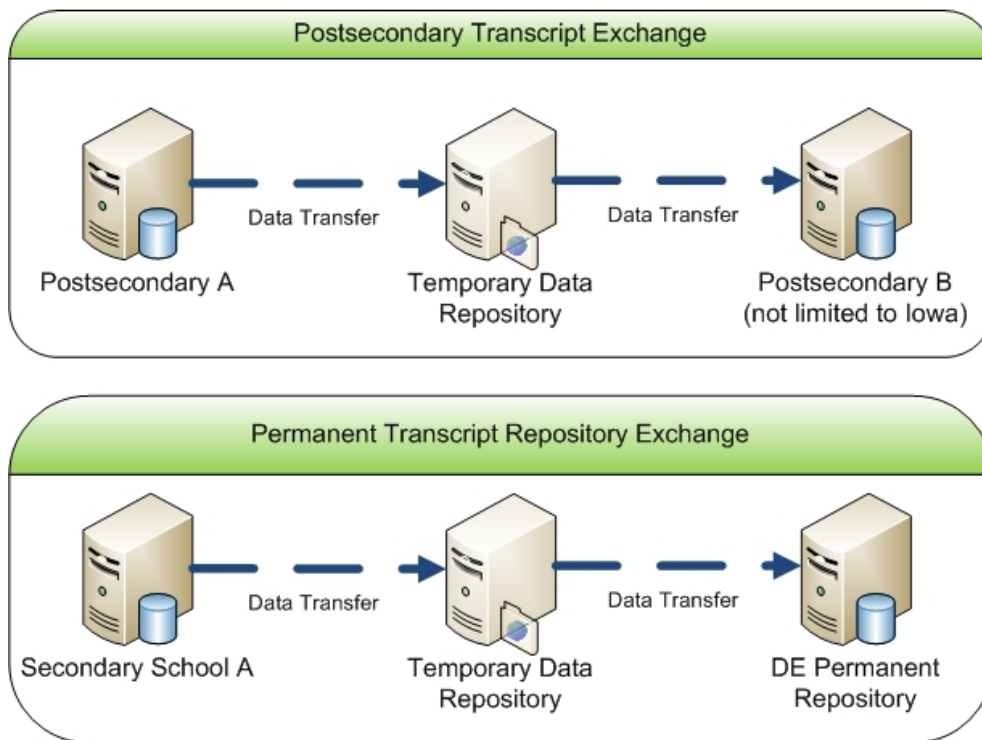
Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigations or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

### 3 Section: Service Requirements

#### 3.1 Introduction to the Student Record and Transcript Exchange System

The DE is soliciting proposals for the purchase and implementation of an Internet-based electronic file transfer system for PK-12 student records and postsecondary transcripts. It is envisioned that this system will be used as the primary means of transmitting educational data to participating Iowa educational organizations. This system will include: a secure web-based portal, a sophisticated user management system, consultation services with the different student information system vendors serving Iowa school districts to create standard exports, an electronic and print file transfer system, and a notification system and reporting tool.





### 3.1.1 Iowa Users

This Student Record and Transcript Exchange System will have multiple sets of users. The following groups will be regular users of this secure electronic exchange system:

- **Students**  
Both secondary and postsecondary students will have access to the system to request their transcripts to be sent to the educational organization(s) of their choice.
  - Annually, 39,000 to 40,000 high school seniors will request an average of four transcripts be sent to postsecondary institutions.
  - Annually, 20,000 high school juniors will request an average of two transcripts be sent to postsecondary institutions.
- **Parents/Guardians of Iowa Secondary Students**  
Parents and guardians will also be active users of this system; as they also will be requesting their child's transcript to be sent to educational organization(s).
- **LEAs**  
School district personnel will have access to this system in order to send and receive student records within Iowa and send transcripts throughout the United States. LEAs will be utilizing this system in the following ways:

- Support student mobility, LEAs need to easily exchange student records from one district to another.
- Submit transcripts to the DE after each reporting period.
- Facilitate student enrollment into postsecondary institutions, guidance counselors will play an essential role by receiving requests from both students and parents/guardians and initiating the exchange to the selected postsecondary institution(s).
- Postsecondary  
Registrars and/or admission officers at Iowa State University (ISU), The University of Iowa (U of I), the University of Northern Iowa (UNI), and Iowa community colleges will be electronically receiving transcripts from Iowa LEAs. In addition, they will be receiving and transmitting to/from postsecondary institutions across the country.
- Department of Education  
All LEAs will be sending secondary transcripts after each reporting period to the permanent repository, which will then be automatically sent to a DE specified database server for a permanent Iowa high school transcript repository.

In addition to the above, the Iowa College Student Aid Commission will also be an active partner of this solution.

### **3.1.2 Objectives**

The Student Record and Transcript Exchange System objectives include the following:

- a. Provide PK-12 institutions a secure user-friendly solution for transmitting student records to another PK-12 institution in Iowa.
- b. Provide secondary and postsecondary students, parents/guardians, LEAs, and postsecondary institutions a secure user-friendly solution for transmitting transcripts to the educational organizations of their choice.
- c. To standardize the datasets and format of all electronic transmitted PK-12 student records in Iowa.
- d. To standardize the datasets and format of all electronic transmitted secondary transcripts in Iowa.
- e. Create a working relationship with LEA student information system vendors to create an effortless process for LEAs to export standardized files.
- f. Reduce data entry for admissions personnel into their student information system.
- g. A secure single sign-on web-based portal providing access to the Student Record and Transcript Exchange System and the Iowa Choices<sup>®</sup> system.

- h. Analyze and examine longitudinal data at the LEA, postsecondary, and state level for relationships and patterns in student postsecondary application practices.
- i. Generate usage reports, plus the ability to export data.
- j. Compliance with state and federal laws and statutes that protect the confidentiality, integrity and availability of student information such as regulations from Iowa Code Chapter 22.11, FERPA, PPRA, COPPA, and NSLA.

## **3.2 Scope of Work**

### **3.2.1 Functionality Requirements and Deliverables**

The deliverables for the proposed Student Record and Transcript Exchange System will include:

- a. Web-based portal.
- b. User management system.
- c. Consultation services with the student information system vendors serving Iowa school districts to create a standard data export for PK-12 student records and secondary transcripts.
- d. Electronic and print file transfer system.
- e. Notification system.
- f. Reporting tool.
- g. Iowa high school permanent repository.

#### **3.2.1.1 Web-based Portal**

The vendor must propose secure web-based portal access to the Student Record and Transcript Exchange System and the Iowa Choices® system (<http://www.ihaveaplaniowa.gov>). At the discretion of the DE, additional informative content will also be available to both public viewing and registered users.

*Web-based Portal Minimum Requirements:*

- a. Must be 100 percent web-based with a flexible and easy-to-use web interface (e.g., layout, typography, navigation, color, etc.).
- b. Login is required to access the data exchange system and the Iowa Choices® system.
- c. Leading industry standards as it pertains to web development is employed (e.g., HTML, XML, XSLT, CSS, .NET).

- d. Makes good use of functional links and buttons, allowing the user to navigate with little or no trouble. The navigation remains consistent throughout the portal.
- e. Every page is clearly labeled.
- f. Incorporates basic principles of website design. The site is visually pleasing, consistent throughout, and DE branding is incorporated into the design for a seamless user experience.
- g. Uses consistent and appropriate language for a seamless user experience.
- h. Online help features are embedded through the portal and are customizable by the DE; however, the majority of users should not have to rely on the help since the tool should be intuitive.
- i. Should be in compliance with applicable U.S. laws and regulations regarding accessibility to the handicapped, including: 29 USC 794d Section 508 of the Rehabilitation Act of 1973, as amended  
(<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>).  
Documentation should be provided indicating how the tool meets accessibility standards.
- j. Meaningful and helpful error pages that work from any depth in the tool.
- k. Should support common web browsers and window sizes. At minimum, the tool should be accessible by Mac OSX, Windows, and Linux platforms. Should support current browser versions, yet remain backward-compatible, as new versions are released. All components of the system need to be cross platform and cross operating system compatible.
- l. User tools must provide extremely quick response times to their users. Average response time of two seconds or less for users, displaying a “Please Wait” or similar message when complex calculations require more processing time.
- m. Multi-language capability for non-English speaking users.

If the vendor is proposing student payment for transcript transmission, the proposal must document the payment transaction design and security. Minimum requirements for payment include:

- The vendor has the burden of collecting the payment and remitting it to the DE.
- If online payment is offered, the service should:
  - provide, at minimum, 128-bit encryption.
  - allow for credit card transactions.
  - not store credit card information.

### **3.2.1.2 User Management System**

The vendor must provide detailed documentation on the user management system architecture. The documentation must explain how the proposed solution, at minimum, addresses the following:

- Authentication.
- Access management.
- Roles-based security architecture.
- User-level hierarchy relationships.
- Security rules and restrictions.
- How the security architecture meets state and federal regulations (e.g., Iowa Code Chapter 22.11, FERPA, PPRA, COPPA, and NSLA).

*User Management System Minimum Requirements:*

- a. Ability to import large numbers of users and profiles.
- b. Electronic mail address verification.
- c. The capability to require passwords for each user that will expire on a staggered schedule. The schedule is determined by the DE.
- d. The user should have the capability to change their password at any time.
- e. User self-service reset password management.
- f. Login transaction management—including login failures.

### **3.2.1.3 Standard Student Records and Transcript Datasets**

The DE, in collaboration with LEAs and postsecondary institutions, is in the process of standardizing datasets for Iowa student records and transcripts. To simplify the exchange of PK-12 student records and secondary transcripts, the vendor is required to provide consultation services with LEA student information system vendors to create standard datasets. The purpose of this requirement is to minimize the burden on LEAs and the DE, and to make the implementation of the standardized export as transparent as possible.

*Consultation Minimum Requirements:*

- a. Create a working relationship with LEA student information system vendors to create an effortless process for LEAs to export standardized files—including single or batch file extracts.
- b. To standardize the format of all PK-12 student records in Iowa. The data exports should include, at minimum, the following data elements:

- Student Legal First Name
- Student Middle Name
- Student Legal Last Name
- Student State ID
- Gender
- Race/Ethnicity
- Resident District Code
- Resident District Name
- Attending District Code
- Attending District Name
- Foster Care Indicator
- Grade Level
- Birth Date
- Date of Entry Into Sending District (Current School Year)
- Date of Withdrawal From Sending District (Current School Year)
- Days Enrolled
- Days Present
- Title I Targeted Assistance Reading
- Title I Targeted Assistance Mathematics
- Title I Schoolwide Program
- Gifted/Talented
- Immigrant
- If Immigrant, First Enrollment Date in U.S. School
- Migrant
- Homeless
- Individualized Education Plan (IEP)
- IEP Placement Level 1
- IEP Placement Level 2
- IEP Placement Level 3
- Section 504 Plan
- Early Intervening Services
- Reason for No State Assessment
- Kindergarten Literacy Assessment (KLA)
- KLA Score 1
- KLA Score 2
- KLA Score 3
- English Language Learner (ELL) Status
- ELL Proficiency Instrument Used for Placement
- ELL Placement Proficiency
- ELL Instructional Program
- Local Course Title (High School)
- National Center for Education Statistics (NCES) Course Code
- School Codes for the Exchange of Data (SCED) Course Code
- Grade Earned for the Course
- Course Origination
- Code for Institution Providing Course
- Removal Type (In-School Suspension, Out-of-School Suspension, Expulsion)

- Reason for Removal
  - Length of Removal
  - Weapon Type
  - Serious Bodily Injury
  - Received Educational Services During Expulsion
- c. To standardize the format of all secondary transcripts in Iowa. The data exports should include, at minimum, the following data elements:
- Student First Name
  - Student Middle Name
  - Student Last Name
  - Student Suffix
  - Previous Student First Name
  - Previous Student Middle Name
  - Previous Student Last Name
  - Previous Student Suffix
  - Street Address
  - Student City
  - Student State
  - Student Zip Code
  - Student Phone Number
  - Date of Birth
  - Gender
  - Race/Ethnicity
  - Primary Language
  - State ID
  - Student Social Security Number
  - Maximum Grade Point Average (GPA)
  - Minimum GPA
  - Excessive GPA
  - Cumulative Summary
  - High School Graduation Date
  - Graduation Status
  - Non-weighted GPA
  - Weighted GPA
  - Non-weighted Class Rank
  - Weighted Class Rank
  - Total Number in Class
  - Local Course Title
  - Local Course Number
  - NCES Course Title
  - NCES Course Code
  - SCED Course Title
  - SCED Course Code
  - Grade Level of Student When the Course was Taken
  - Type of Credit Awarded for the Course
  - Grading System Used (for the Course)
  - Credits Earned for the Course
  - Attempted Credits for the Course
  - Grade Earned for the Course
  - Type of Session
  - Session Starting Date
  - School Year (for the Session)
- d. To maintain support of the standardized export for the duration of the contract.



#### **3.2.1.4 Electronic and Print File Transfer System**

The DE is seeking proposals on a proven electronic and print transcript transfer system. The system should exemplify the following characteristics: secure, confidential, intuitive, and efficient. Requirements set forth in other sections of this document should be embedded into the transfer system.

##### *Transfer System Minimum Requirements:*

- a. Secure web-based system that utilizes industry standards.
- b. Tools should be intuitive and should not require user training for students and parents/guardians and no more than two hours of training for LEA, postsecondary, and DE personnel.
- c. Supports PESC XML High School, PESC XML College, PDF, EDI, and CSV.
- d. For institutions not accepting electronic transfer, the vendor will print the student record or transcript on secure paper and send via postal services.
- e. Unique tracking numbers.
- f. Built-in transaction logs.
  - Users should be able to view their transaction file and request logs.
  - System administrators should be able to view user and system-wide transactions.
  - All users should be able to view transaction workflow status.
- g. Built-in error logs.
- h. Electronic mail and portal notifications.
- i. Un-retrieved files will not be stored in the temporary repository for more than ten days.
- j. Retrieved files are retained in the temporary repository for only 24 hours after the export transaction occurs.
- k. Files must be securely deleted from the temporary repository.
- l. Ability to support 100 simultaneous users without performance degradation, and with support for over 600 concurrent users.
- m. Have a reliability rate greater than or equal to 99.9 percent.
- n. Preference will be given to the vendor who can provide a solution that allows the DE to automatically receive secondary transcripts from LEAs after grading periods.
- o. Capability for secondary and postsecondary students and parents/guardians:
  - Send requests to their current enrolled education institution to send transcripts to the institution (i.e., Iowa LEA or any postsecondary) of their choice.
  - Cancel requests.

- p. Capability to:
  - Easily send single or batch transcripts to any Iowa LEA, any postsecondary institution, and DE specified data server.
  - Allow receiving LEA and postsecondary institution to review and import some or all of the data elements.
  - Request PK-12 student records from other Iowa LEAs.
  - Receive request from secondary students and parents/guardians.
  - Indicate the transcript(s) is official/initial/final.
  - Request transcripts from other participating institutions.
  - Export single or batch files from system.
  - Cancel requests.
- q. Preference will be given to a vendor that can provide the capability to interface with the eScholar State ID Claiming System so districts can enter a single request to get a student record from another district and to get access to student longitudinal data from the state data warehouse.
- r. Vendors may choose to include in their proposal a plan for the development and implementation of the DE permanent transcript repository. This permanent repository can either be a hosted solution or can reside at the DE. If a plan for this is included in the vendor's proposal, it should include all phases of development, e.g., design, coding, testing, etc. Any costs associated with this plan should be identified separately in the cost proposal.

The vendor will work with appropriate personnel from the DE to develop and test the transfer system. Performance will be evaluated within the production environment in order to evaluate the performance based on the overall architecture of the information system and by the flow of data during the transmission process. The vendor is solely responsible for the file transfer performance.

#### **3.2.1.5 Notification System**

Electronic mail and portal messaging must be incorporated into the solution. Therefore, security, privacy, and confidentiality are a top priority. Requirements set forth in other sections of this document should be embedded into the notification system.

*Notification System Minimum Requirements:*

- a. Combination of automated electronic mail and portal messaging notifications.
- b. Private and confidential information is not displayed within notifications.

- c. Users will receive workflow transaction notifications throughout the transfer process.
- d. LEAs and postsecondary personnel will receive reminder notifications if the expected user action is not taken within predetermined time. Reminders will be automatic until the action has been taken or the transaction is canceled by the initiator. If the expected action is file retrieval, the user will receive reminders until one of the previously mentioned are met or ten days after the transaction was initiated.
- e. Users will receive transaction receipt notifications.
- f. The sending/receiving institutions and the DE will receive notification when an error in transmission has occurred.

#### **3.2.1.6 Report Tool**

The Iowa Student Record and Transcript Exchange System will provide valuable information on student transcripts sent to postsecondary institutions. The vendor will work with the appropriate personnel from the DE to develop the necessary reports for LEAs, postsecondary institutions, and the DE.

*Report Tool Minimum Requirements:*

- a. Pre-defined reports and ad hoc query capabilities.
- b. Access based on user security profiles (i.e., roles and demographics).
- c. Tool should be intuitive and require little to no training.
- d. Real-time data.
- e. Ability to filter/disaggregate data.
- f. Export reports into multiple formats; including HTML, PDF, CSV, XLS, and XML.

To ensure quality and accuracy, all reports must be approved by the DE before implementation.

#### **3.2.1.7 Security**

The Student Record and Transcript Exchange System must prohibit disclosure of personally identifiable information to any person unless such person is authorized by a LEA, postsecondary institution, or DE. All personally identifiable information must be transferred securely while in transport to and from educational entities over the Internet or network infrastructure.

The proposed solution should implement both physical and logical security to ensure that the information in the data exchange system is protected against unauthorized disclosure, transfer, modification, or destruction, whether accidental or intentional.

The data exchange system must use at minimum SSL 128-bit encryption or equally robust or greater industry accepted standard. In addition, the system must comply with the following privacy and security standards:

- Iowa Code, Chapter 22.11  
(<http://www.legis.state.ia.us/IACODE/2003SUPPLEMENT/22/>)
- Family Educational Rights and Privacy Act (FERPA)  
(<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>)
- Protection of Pupil Rights Amendment (PPRA)  
(<http://www.ed.gov/policy/gen/guid/fpco/ppra/index.html>)
- Children's Online Privacy Protection Act (COPPA)  
(<http://www.ftc.gov/opa/2000/07/coppacompli.shtm>)
- National School Lunch Act As (NSLA)  
(<http://www.fns.usda.gov/cnd/Governance/Policy-Memos/1998-2002/1998-12-07.htm>)

*Security Minimum Requirements:*

- a. The ability to apply field level and server encryption.
- b. The ability for connection monitoring.
- c. Auditing and transaction logging facilities.
- d. Capability of setting a timeout and terminate session limit by type of user.
- e. Secure role-based access for user accounts.
- f. Ability to import existing user accounts.
- g. Ability to audit data access by users.

The vendor must provide a security document that addresses the above minimum requirements and the following:

- Levels of security.
- How the system encrypts or hides passwords or connects strings to databases.
- How it requires registration of users to gain access to environment.
- Defines enforceable roles for development.
- Defines enforceable roles for operations (session execution).
- Defines enforceable roles for administration.

- Security table—identifies who has permission to access what data.
- For hosted solutions, physical security of facilities.
- For hosted solutions, network security.
- The solution must support various levels of security within the online applications, including but not necessarily limited to the following features:
  - Unique logons for each user.
  - Ability to require passwords for each user that will expire on a staggered schedule determined by the DE and that can be changed at any time by the user or by appropriate DE personnel.
  - Restriction of aggregate data level file/table, record/row, and field/attribute to specific users and/or groups of users with common access rights as specified by the DE.
  - Restriction of file/table, record/row, and field/attribute to specific users and/or groups of users with common access rights as specified by the DE.
  - The system must provide for hierarchical password protection, as well as a system-inherent mechanism for recording any change to a software module or subsystem.
  - Procedures for safeguarding the system from unauthorized modifications to the application programs and the data contained in the Student Record and Transcript Exchange System.

#### **3.2.1.8 System Administration**

The vendor is required to provide a methodology and the capability for monitoring and managing the Student Record and Transcript Exchange System. This capability is needed to allow efficient and timely modifications to be implemented, as well as performance tuning.

*System Administration Minimum Requirements:*

- a. Online logging and error reporting capabilities; including user login, electronic mail notifications, file transactions, and application performance.
- b. Generate usage reports, plus capability to export data to HTML, PDF, CSV, XLS, and XML.
- c. The capability to monitor the amount and rate of data transmissions with the system.
- d. The capability to easily determine the growth of usage over time within the system.

The DE's intent is to use this information to increase efficiencies surrounding data exchange system usage. During the term of the contract, the DE expects that the vendor must be a partner in assisting the DE in considering options that would better plan for future enhancements to the Student Record and Transcript Exchange System. The above capabilities will better enable the DE to make decisions.

### **3.2.1.9 Usability**

The DE requires that the vendor provide solutions that are intuitive and meet certain usability standards. Usability refers to the proposed solution's availability, accessibility, and ease-of-use for all functionalities.

The proposed Student Record and Transcript Exchange System components should have a reliability and availability index of 99.9 percent. Planned upgrades and patches which are excusable downtime, should be applied during non-peak business hours, generally expected to be between the hours of 1:00 A.M. and 5:00 A.M. Central Standard Time.

The solution should be in compliance with applicable Iowa and U.S. laws and regulations regarding accessibility to the handicapped, including:

- 29 USC 794d Section 508 of the Rehabilitation Act of 1973, as amended (<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>).

The proposed solution should be user-friendly and intuitive and include, but not necessarily limited to, the following features:

- a. The design should apply consistent standards among all user screens.
- b. The proposed solution should include an option to accommodate DE branding onto screens, web pages, reports, documents, etc., to include logos, banners, and other representative items.
- c. All screen functions should be possible using the keyboard as well as a mouse or other pointing device.
- d. On-screen, context-sensitive help must be provided.
- e. Hyperlinks to related sites and additional help and training should be utilized as appropriate.

### **3.2.1.10 Technology Requirements**

Vendors are required to provide a comprehensive architectural diagram of the proposed solution, including the temporary and permanent repositories.

For any solution that proposes data to be housed at the DE designated facility, the hardware and software should be a pass-through with no additional costs added. In addition, the DE reserves the right to purchase all or some of the hardware and software either directly from this procurement or a state of Iowa statewide procurement contract, whichever is determined to provide the best value for the DE and meets the state requirements.

For in-house proposed solutions, at minimum, it must:

- a. Be maintainable by current DE staff; utilizing their current skill sets.
- b. Leverage the existing investment in information systems and infrastructure at the DE.

#### **3.2.1.11 Back-up and Recovery**

The vendor must propose an adequate back-up and recovery methodology. The vendor must submit a back-up and recovery plan to the DE for approval.

The back-up and recovery methodology must include, but not be limited to the following:

- a. The ability to provide point-in-time recovery of data to the last completed transaction.
- b. The back-up and recovery capabilities so that normal transmission of student records and transcripts can continue in the event of a disaster or major hardware/software problem.
- c. For any data to be housed at the DE, a back-up and recovery methodology that resumes full operations with no data loss in a maximum of seven days.
- d. In the event of the loss of data by the vendor, the vendor shall regenerate the lost data at the vendor's expense.

The vendor and the DE recognize that the DE provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by federal disaster response requirements, vendor personnel dedicated to this project will provide the DE with priority service for repair, or a work around, in the event of a natural or man-made disaster.

#### **3.2.1.12 Performance and Scalability**

The vendors must incorporate scalability into the Student Record and Transcript Exchange System. The vendor must demonstrate that their bid solution is capable of expansion to include other data storage needs, further user access, and additional

functionality. The issue of scalability, to fully address developing program needs that cannot now be defined, will be an important consideration in the evaluation of the vendor's proposal.

The vendor may also recommend, for the DE's consideration, other optional products, tools, and/or capabilities not specifically noted in this RFP, but which may, in their opinion, provide significant value to the DE in the implementation and operation of the system and user services. The DE wishes to review the optional solutions and costs associated with these functional or technical requirements and determine whether they provide for efficient and effective use of its resources. The vendor must describe and price these options separately, and the DE will decide whether or not it will purchase one or more of these options based upon the DE's determination of the return on investment, the value added, available funding, and other issues.

#### **3.2.1.13 SIF Compliant**

The Student Record and Transcript Exchange System must be SIF compliant. For more information, visit <http://www.sifinfo.org>.

#### **3.2.1.14 Maintenance and Technical Support**

The vendor shall be responsible for maintaining and modifying the entire solution throughout the term of the contract at no additional cost. Support to the DE must include electronic mail and toll-free telephone communications. If the vendor is offering an in-house solution, when necessary, the vendor must provide on-site support.

Ongoing changes, corrections, or enhancements to the solution must be characterized as either maintenance-related or as a modification effort. Maintenance may result from a determination by the DE and/or by the vendor that a deficiency exists within the operational system, including deficiencies found after implementation of modifications incorporated into the operational system, or maintenance may result from the vendor's need to provide continued effective and efficient operation of the system. The various types of maintenance support must include:

- a. Activities necessary to provide for continuous effective and efficient operation of the system for all users.
- b. Activities necessary to modify the system to meet the requirements detailed in this RFP.
- c. Activities necessary to ensure all data, files, and programs are current and errors are reduced.
- d. Activities related to file growth.



- e. File maintenance activities for updates to all files.
- f. Scheduled on-going tasks to ensure system tuning, performance, response time, database stability and processing; and changes to system parameters concerning the frequency, number, and media of reports.
- g. Software updates and system enhancements applicable to system modules/components.
- h. To stay current with industry standards, updates and system enhancements to any third party supplied software as they are released will be included with this service.

The vendor will provide a maintenance and support proposal as a requirement for the RFP.

#### **3.2.1.14.1 State Responsibilities**

The state responsibilities for the maintenance and modification of the system:

- Review and approve the vendor's configuration management plan.
- Prepare and submit to the vendor a written change request when a modification or maintenance activity is required.
- Receive and review notices of maintenance support or proposed work requests from the vendor.
- Review and approve corrective action plan for maintenance support.
- Determine priority for completing work requests and return approved requests with priority assigned.
- Address issues raised by the vendor while conducting a detailed requirement analysis on any major changes as required.
- Review and approve the requirements analysis document for any changes.
- Review and approve the detailed design for changes, when one is required.
- Monitor vendor work request activities.
- Review and approve required test plans, including testing responsibilities.
- Review and approve required test results.
- Review and approve updates to user and operations procedures documentation (if required).
- Approve implementation of modification; and provide sign-off that modification is approved.

#### **3.2.1.14.2 Vendor Responsibilities**

The following are the vendor's responsibilities for the maintenance and modification of the system:

- Propose and adopt a configuration management plan to control changes made to the system.
- Acknowledge an approved work request from the DE.
- Submit a work request for vendor-proposed changes.
- Inform the DE when a system deficiency is identified, within 24 hours of discovery.
- Enter the work request into a tracking system identifying the maintenance support required.
- Deliver to the DE a corrective action plan for approval within five business days of discovery, unless otherwise specified by the DE.
- Submit test plan, including testing responsibilities, when required by the DE.
- Initiate corrective action within 24 hours of DE-approved work request.
- Conduct systems test.
- Submit test results to the DE.
- Submit updates to user and operations procedures (if required).

A change request is deemed successfully completed when one or more of the following occurs:

- It has been canceled by the DE project manager in writing.
- The vendor has received written approval initially signed by an authorized DE representative(s) and cosigned by the DE project manager.
- The maintenance activity or modification has been successfully tested and approved by the DE project manager or has successfully run in production for 30 calendar days.
- All documentation has been drafted, approved by the DE, produced and distributed in final form.

#### **3.2.2 Vendor's Quality Control Process**

The vendor will develop and implement a comprehensive quality control process. The quality control approach must address the following components:

- a. The vendor will verify that the solutions developed perform as specified and that the file exports and reports produced by the applications accurately reflect the requirements as specified by the DE.
- b. If part or all of the solution resides at the DE, the vendor will provide knowledge transfer to appropriate DE personnel, ensuring that appropriate personnel are able to support and maintain the deliverables provided under this project.
- c. To facilitate knowledge transfer, the vendor will provide a manual for each deliverable with user documentation. If part or all of the solution resides at the DE, the vendor must provide design, code, maintenance, and administration documentation.
  - User documentation should specify what a user needs to know to use the web-based portal. User documentation should be separated into a User's Guide, which introduces the tool gradually through key ideas, examples, visuals and other tutorial material, and a Reference Manual, which more precisely and completely fills in the details. The document should be designed with a table of contents and index for quick reference. The target audience for these materials will be secondary and postsecondary students, parents/guardians, LEA personnel, and postsecondary personnel.
  - Design documentation should specify why the software is designed as it is, mainly for benefit of present and future maintainers of the software. The document should be designed with a table of contents and index for quick reference. Target audience for this documentation will be DE personnel.
  - Code documentation should specify how the components are implemented—coding details and design decisions that are not obvious from the code. Target audience for this documentation will be DE personnel.
  - Maintenance and administration documentation of the solution should be created to support the transfer of knowledge to the DE. The document should be designed with a table of contents and index for quick reference. Examples and visuals should be incorporated into the instruction. Target audience for this documentation will be DE personnel.
- d. The vendor will provide prototypes of all reports and computer interfaces to DE for review and approval of the design.
- e. The vendor will ensure that the data analysis reports meet the needs of DE, LEA, and postsecondary personnel.

### **3.2.3 Roles and Responsibilities**

#### **3.2.3.1 Vendor Staff, Roles, and Responsibilities**

All persons assigned to this contract shall be employees, or subcontractors, of the vendor and, in the case of key personnel, meet the qualifications outlined in Section 2.2.1. The vendor must include a similar provision in any contract with any subcontractor selected to perform work under this project. In addition, the vendor's staff must be able to pass a security clearance check conducted by the vendor. Vendors must present certifications evidencing satisfactory background checks for all staff identified for assignment to this project. Vendors are responsible for any costs associated with ensuring their staff meets all requirements.

The vendor will provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this vendor and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work.

The vendor will provide sufficient qualified staffing to satisfy the deliverables of this RFP. Vendors will provide:

- a. Personnel with the ability to work professionally with the users and the DE and other state agencies serving the citizens of the state of Iowa.
- b. Personnel with abilities to work with state and local education agency personnel that have a wide range of application and computer-related knowledge.
- c. Personnel with the ability to train and/or educate while assisting DE personnel.
- d. Personnel with the ability to document and act on customer suggestions and complaints.
- e. Personnel with the ability to document problems, fixes, resolutions and preventative measures for the future.
- f. Personnel with the ability to troubleshoot problems and provide timely resolutions in order to prevent downtime.

Vendors are expected to propose sufficient staff, with the requisite skills, to meet all requirements in this RFP. Vendors must provide representative job descriptions for all positions identified in the vendor's proposal. In addition, the DE has listed key roles for which vendors must identify personnel and provide résumés. For a description of these key roles, please see Section 2.2.1.

### **3.2.3.2 DE Staff, Roles, and Responsibilities**

The DE will work to assist the vendor in delivering the solution. The DE will provide a project manager to lead the project. The DE project manager will be responsible for ensuring that the project is in compliance with the contract and satisfies the requirements stated in the RFP. This joint effort will ensure that the system is properly implemented, supports the requesting DE's defined functional and technical requirements, and is properly documented.

The DE project manager will provide expertise, assistance, and technical leadership in matters such as policy, organization, staff, environment, data, information processing, current systems and acceptance testing. The DE project manager will work closely with the vendor project manager on a week-to-week basis.

The DE project manager will provide the following services:

- a. Provide state facilities, as needed.
- b. Coordinate state resources necessary for the project.
- c. Facilitate coordination between various external vendors involved with this project as well as other related projects.
- d. Facilitate communication between different state agencies.
- e. Milestone acceptance sign-off.
- f. Resolution of project issues.
- g. Escalation of outstanding/high priority issues.
- h. Utilize change control procedures.
- i. Conduct regular and ongoing reviews of the project to confirm that it meets all objectives and requirements.
- j. Document important project decisions.

### **3.2.3.3 Other Roles and Responsibilities**

The DE will provide a project team that will work with the vendor. If the vendor identifies a need for additional DE staff with specific technical qualifications, the vendor should indicate these needs as a part of their proposal. At the DE's discretion, DE personnel may be substituted or added as needed.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, the interpretation of designs and specifications, and as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the DE and the DE project manager.

### **3.2.4 Project Planning**

The vendor will provide a proposed project plan as a requirement for the RFP.

#### **3.2.4.1 Project Management Plan**

Within 30 calendar days from execution of the contract, the vendor will be required to attend an orientation meeting to discuss the content, scope, deliverables, and procedures of the RFP. The meeting will be held in Des Moines, Iowa, at a date and time mutually acceptable to the DE and the vendor. The DE shall bear no cost for the time and travel of the vendor for attendance at the meeting.

Vendors must submit a draft project plan as part of their proposal. The project plan will cover both vendor and DE tasks and responsibilities, as well as a work schedule. At a minimum, the plan must contain the following items, or reasonable substitutions:

- a. A description of how the vendor will organize, deploy, and administer the project team.
- b. Project work plan, which includes the following:
  - A work breakdown structure of the major phases of the project, accounting for all tasks, deliverables, and milestones. This should also reflect the on-site time for each of these activities.
  - A timetable for each task, deliverable, and milestone.
  - Tasks, resources, and timetables for the design, development, testing, and implementation of the solution.
- c. Any assumptions or constraints identified by the vendor need to be outlined. If there is a need for additional DE staff, the vendor should note this at this point.
- d. A proposed project schedule will meet the DE's technical and business requirements as specified in Section 3.2 Scope of Work.
  - If the vendor cannot meet the proposed schedule, they must identify any shortcomings in their system or staff resources, or explain why they believe the schedule to be unrealistic.
  - The DE may, at its sole discretion, change the schedule, or adhere to the proposed schedule and evaluate the proposals on their ability to demonstrate how they will meet the schedule.
- e. An explanation of how the schedule provides for the handling of potential and actual problems. This must also include general plans for dealing with the slippage of critical dates.
- f. The draft project plan submitted as a part of the response to this RFP will be reviewed and updated by both the DE team and the vendor awarded the contract.

- g. Once updated and approved by the DE, the resultant project plan will be turned over to the vendor who must maintain it throughout the remainder of the project.

#### **3.2.4.2 Reports**

Reporting formats must be submitted to the DE for approval within 30 calendar days after the effective date of the contract resulting from this RFP. Once both parties have agreed to the format of the report, it shall become the standard to follow for the duration of the contract.

The following reports must be provided, together with any reports identified in Section 3.2 Scope of Work and the following requirements met:

- a. Written biweekly summaries or progress reports that outline work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, if known; problems, real or anticipated, which should be brought to the attention of the DE and DE project manager and notification of any significant deviation from the previously agreed upon work plans. All areas of decision-making that pertain to this contract must be reviewed in detail with the DE and DE project manager prior to any final decision.

Each biweekly progress report will contain the following:

- Project schedule status. Identify if the project is on schedule or if there is any deviation from the previously agreed upon schedule. If the project has deviated from the previously agreed upon schedule, identify the reason for the deviation and the affected areas. Identify in detail the steps that will be taken to resolve the deviation. Specify any schedule adjustments that have resulted from the deviation.
- Summarize the actions taken and progress made on the project during the past month.
- Summarize the actions planned for the following month in order to meet the project delivery and performance schedule requirements.
- Identify deliverables provided to the DE in the past month and deliverables planned to be provided to the DE in the following month.
- Identify problems, difficulties, either anticipated or encountered, and suggested solutions.
- Identify resolutions to issues identified in previous progress reports.
- Percentage completed. Indicate the percentage completed for each task defined in the work plan during the past month, the total percentage

completed for each task, total percentage completed for the development, and the total percentage completed for the project.

- b. The vendor will maintain progress and resource schedules for all tasks under this contract. This documentation will include, as appropriate, progress Gantt charts, resource schedule reports, and progress reports. The vendor is responsible for tracking hours expended on each task.
- c. All documentation prepared by the vendor must be submitted to the DE in both printed hard copy and Microsoft Office electronic format. The DE and the vendor must mutually agree upon alternative electronic formats.
- d. All documentation submitted to the DE by the vendor must contain a title page with the following information:
  - Contract Number.
  - Contract Expiration Date.
  - Task Name (if applicable).
  - Deliverable Name.
  - Name of Vendor.
  - Vendor Project Manager.
  - Date of Deliverable or Report.
  - Time Period of Deliverable or Report.
- e. All reports and deliverables to be furnished by the vendor, as described in Section 3.2 Scope of Work will be delivered to the DE and DE project manager for their approval.
- f. The vendor will inspect all reports and deliverables for accuracy and adequacy prior to delivery.

#### **3.2.4.3 Meetings**

The vendor will conduct status meetings on a weekly basis, or more frequently at the DE's request, with the DE project manager and designated DE staff.

#### **3.2.4.4 Project Management**

An issue is an identified event that if not addressed may affect the schedule, scope, quality, or budget. The vendor shall maintain an issue log for issues relating to the provision of services under this contract. The issue management log must be communicated to the DE project manager on an agreed upon schedule, with electronic mail notifications and updates. The issue log must be updated and must contain the following minimum elements:



- Description of issue.
- Issue identification date.
- Responsibility for resolving issue.
- Priority for issue resolution (to be mutually agreed upon by the DE and the vendor).
- Resources assigned responsibility for resolution.
- Resolution date.
- Resolution description.

A risk is a potential circumstance or event that, if it occurs, may have a positive or negative impact on the contract. Risk management generally involves:

- a. Identification of the risk.
- b. Assigning a level of priority based on the probability of occurrence and impact to the project.
- c. Definition of mitigation strategies.
- d. Monitoring of risk and mitigation strategy.

The vendor will create a risk management plan. A risk management plan format will be submitted to the DE for approval within 30 calendar days after the effective date of the contract resulting from this RFP. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be monitored and updated monthly, or as agreed upon.

Controlling scope and providing for system changes that result from legislative mandates, agency request, or vendor suggestion is extremely important to the DE in maintaining project accountability. For enhancements and change orders requested by the DE, the vendor will provide to the DE its cost estimate, including programming time and/or any incremental changes for the DE's review prior to implementing any requested changes. The cost estimate will be provided by hour. The vendor will provide its cost estimate for enhancements and change orders requested by the DE within two weeks of receiving the request. If the vendor is unable to provide an accurate estimate within two weeks, the vendor will provide, within a two week timeframe, a date when a complete estimate will be delivered to the DE. Work will not begin on the enhancement and/or change order by the vendor until written approval is received from the DE.

### **3.2.5 Training**

The vendor will provide training to key DE staff in order to successfully implement and maintain the components of the Student Record and Transcript Exchange System. The

vendor will also provide training to state personnel in the use of the analytical reporting tools so that they can become proficient in using these tools.

All training should be based on a training needs analysis. This analysis shall include:

- An assessment of the target audience: their knowledge, skills and readiness for training. Note: the target audience will include staff from multiple state agencies.
- An assessment of available resources and project timeframes.

### **3.2.5.1 Systems Training**

Training for DE staff must be provided with the solution on-site with the time, date, and location(s) to be determined later. The training should include, at minimum, the following:

- a. Training will be hands-on and job-related.
- b. The state expects that staff attending training do not spend more than eight hours a day at the classroom environment.
- c. Each training class will have at least one facilitator and an assistant.
- d. Up-to-date manuals for the data exchange systems, its components, operations, maintenance, and administration.
- e. Each training group will receive training that includes an overview of all the functionality, including a clear understanding of how his or her responsibilities relate to and rely upon all the other data exchange components.

### **3.2.5.2 LEA and Postsecondary Personnel Training**

The vendor will provide the full complement of training, as approved by the DE, to selected LEA personnel. At the end of the training, the users will be proficient in using the Student Record and Transcript Exchange System, training materials, and online user aids. The hands-on training should include, at minimum, the following:

- a. Training will be customized for LEA and postsecondary personnel.
- b. Hands-on training via a classroom/PC lab. Each trainee should have his/her own PC.
- c. No more than two hours of training in the classroom environment.
- d. Each training class will have at least one facilitator and an assistant. (The DE may partner with the vendor to provide additional trainers. However, no guarantee can be made to the availability of this staff.)
- e. The DE will secure the location for the trainings.

### **3.2.5.3 Training Data Collection**

The vendor shall be responsible for collecting and reporting information on classroom training, including:

- Progress to schedule (classes scheduled v. classes actually held, total planned to be trained v. number actually trained).
- Number and category of end-users trained.
- Material covered by trainer.
- Proficiency attained in each section/module by trainee, based on analysis of evaluation.

### **3.2.5.4 Training Material**

- a. All training materials are subject to DE approval. The vendor shall provide an editable electronic version of all user training material, as well as hard copies of this material for DE review purposes.
- b. All training material should be easily referenced, easily used, and searchable.
- c. The vendor shall be responsible to provide all required copies for classroom sessions.
- d. Manuals should include curriculum by functionality, with sufficient examples and exercises to accomplish the stated training objective of assuring that users gain the skills necessary to perform their job functions.
- e. The vendor shall also create any other necessary training aids such as presentation outlines and audio-visual materials.
- f. Additional training materials may include web-based tutorials, CDs, videos, and virtual classrooms. An introduction to these items should be provided during the classroom training, with the intent that these materials supplement the training received by students upon their return to their work location.
- g. All training materials shall be delivered to, and become the property of the DE upon the completion of the system implementation.

### **3.2.5.5 Online User Aids**

- a. The vendor shall produce online user aids, including web page and field help, and an online user interface guide.
- b. The online user interface guide should be delivered in electronic format only, but be printable by the user if desired.
- c. The vendor will design and develop the online user interface guide and include, at minimum, the following:

- Features most used in the data exchange system.
  - Features hardest to understand (update after first round of training).
  - Problems most significant to the user (update after first round of training).
  - Features that would potentially result in less training required, supplementing the training already received.
  - Be easy to use by enabling users to quickly locate the particular help they need with options such as “how do I?” and step-by-step procedures.
- d. All training materials shall be delivered to, and become the property of the DE and state of Iowa, upon the completion of the system implementation.

#### **3.2.5.6 Updated Documentation**

- a. The vendor will update any documentation that has been previously created by the vendor to reflect the updated and enhanced functionality of the application/system.
- b. The vendor will provide updated versions of all systems, user, training, and operations documentation prior to the implementation date.
- c. Documentation includes:
  - Complete system documentation.
  - User manuals (administrator and authorized user).
  - Training manuals.
  - Glossary.
  - All operation procedures not covered in a user manual and requested by the DE.

## **4 Section: Format and Content of Bid Proposals**

### **4.1 Instructions**

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of vendor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that vendors follow the format and instructions contained herein. These instructions prescribe the format and content of the bid proposal. Failure to adhere to the proposal format may result in the disqualification of the bid proposal.

- a. The bid proposal shall be on 8.5" x 11" paper, one-sided, the font size of the body of text should be Times New Roman point size 12 and converted to a PDF file.
- b. The bid proposal shall be divided into two parts: 1) the Technical Proposal and 2) the Cost Proposal.
- c. The Technical Proposal shall not exceed 100 pages, double spaced with one inch margins. Unlimited attachments will be accepted.
- d. The bid proposal shall be sealed in two separate envelopes, one for the Technical Proposal, and one for the Cost Proposal. If multiple envelopes for each bid proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. Each envelope should be clearly labeled as either the Technical Proposal or Cost Proposal. The envelopes shall be labeled with the following information:

RFP #DES-001  
Technical Proposal or Cost Proposal  
Iowa Department of Education  
% Jim Addy

Vendor's Name and Address

- e. One original and three copies of the bid proposal, each in a sealed envelope, shall be timely submitted to the issuing officer.
- f. A compact disc with the PDF file(s) must be submitted with the signed paper copies.
- g. If the vendor designates any information in its proposal as confidential pursuant to Section 2.1.16, the vendor must also submit one copy of the bid proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.
- h. Bid proposals shall not contain promotional or display materials.
- i. Attachments shall be referenced in the bid proposal.

## 4.2 Technical Proposal

The following documents and responses shall be included in the bid proposal in the order given below:

a. **Transmittal Letter**

An individual authorized to legally bind the vendor shall sign the transmittal letter. The letter shall include the vendor's mailing address, electronic mail address, fax number, and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the DE about the confidential nature of the information.

b. **Table of Contents**

The vendor shall include a table of contents of its bid proposal.

c. **Executive Summary**

The vendor shall prepare an executive summary and overview of the services it is offering, including all of the following information:

- Statements that demonstrate that the vendor understands and agrees with the terms and conditions of the RFP and the proposed contract.
- A vision and mission statement for this program.
- An overview of the vendor's plans for the Student Record and Transcript Exchange System.

d. **Service Requirements**

The vendor shall address each service requirement in Section 3 of the RFP and explain how it plans to approach each requirement. Proposals must be fully responsive to Service Requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the vendor cannot satisfy may disqualify the vendor.

e. **Background Information**

The vendor shall provide the following general background information:

- Name, address, telephone number, fax number, and electronic mail address of the vendor including all d/b/a's or assumed names or other operating names of the vendor.
- Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

- State of incorporation, state of formation, or state of organization.
- Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the vendor's performance under the terms of this RFP.
- Local office address and phone number (if any).
- Number of employees.
- Type of business.
- Name, address, and telephone number of the vendor's representative to contact regarding all contractual and technical matters concerning this proposal.
- Name, address, and telephone number of the vendor's representative to contact regarding scheduling and other arrangements.
- Name and qualifications of any subcontractors who will be involved with this project.
- Identify the vendor's accounting firm.
- The successful vendor will be required to register to do business in Iowa. If already registered, provide the date of the vendor's registration to do business in Iowa and the name of the vendor's registered agent.

f. **Experience**

The vendor must provide the following information regarding its experience:

- Number of years in business.
- Number of years experience with providing the types of services sought by the RFP.
- Describe the level of technical experience in providing the types of services sought by the RFP. List all services similar to those sought by this RFP that the vendor has provided to other businesses or governmental entities.
- Letters of reference from three previous clients knowledgeable of the vendor's performance in providing services similar to the services described in this RFP and a contact person and telephone number for each reference.

g. **Personnel**

The vendor must provide résumés for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. The following information must be included in the résumés:

- Full name.
- Education.
- Years of experience and employment history particularly as it relates to the scope of services specified herein.

**h. Financial Information**

The vendor must provide the following financial information:

- Submit audited financial statements (annual reports) for the last three years.
- Provide a minimum of three financial references.

**i. Terminations, Litigation, Debarment**

The vendor must provide the following information:

- During the last five years, has the vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
- During the last five years, describe any damages or penalties of anything of value traded or given up by the vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated account of the cost of that incident to the vendor.
- During the last five years, describe any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the vendor to engage in any business, practice, or activity.
- During the last five years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the vendor to perform the required services. The vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid proposal, and with respect to the successful vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the DE.
- During the last five years, have any irregularities been discovered in any of the accounts maintained by the vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

**j. Proposal Certification**

The vendor shall sign and submit with the bid proposal the document included as Attachment #1 in which the vendor shall certify that the contents of the bid proposal are true and accurate.

**k. Acceptance of Terms and Conditions**

The vendor shall specifically agree that the bid proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the vendor objects to any term or condition, the vendor must specifically refer to the RFP page and section.



Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the vendor.

**l. Certification of Independence and No Conflict of Interest**

The vendor shall sign and submit with the bid proposal the document included as Attachment #2 in which the vendor shall certify that it developed the bid proposal independently. The vendor shall also certify that no relationship exists or will exist during the contract period between the vendor and the DE that interferes with fair competition or is a conflict of interest. The DE reserves the right to reject a bid proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the DE.

**m. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

The vendor shall sign and submit with the bid proposal the document included as Attachment #3 in which the vendor shall certify that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, department, or agency.

**n. Authorization to Release Information**

The vendor shall sign and submit with the bid proposal the document included as Attachment #4 in which the vendor authorizes the release of information to the DE.

**o. Certification Regarding Sales and Use Tax**

The vendor shall sign and submit with the Bid Proposal the document included as Attachment #5 regarding collection of sales and use tax.

**p. Firm Bid Proposal Terms**

The vendor shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of 90 days following the deadline for submitting proposals.

**q. Bid Proposal Security**

The vendor shall submit a bid bond, certified or cashier's check, or an irrevocable letter of credit in favor of or made payable to the DE in the amount of \$3,000,000. If the vendor elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to the DE must issue the bond. The bid proposal security shall be forfeited if the vendor chosen to receive the contract withdraws its proposal after the DE issues a Notice of Intent to Award, does not honor the terms offered in its proposal, or does not negotiate contract terms in good faith. Security submitted by vendors will be returned when the proposals expire, are rejected, or the DE enters into a contract with the successful vendor, whichever is earliest.

## 4.3 Cost Proposal

### 4.3.1 Cost Proposal Format

The vendor shall provide a cost proposal for each of the four functional components (student record exchange, secondary transcript exchange, postsecondary transcript exchange, and permanent transcript repository exchange) of the Student Record and Transcript Exchange System and a total project budget (total Student Record and Transcript Exchange System) for each of the five years:

Student Record Exchange Cost Proposal					
	Customized Web Portal	Student Record Exchange	Consulting with SIS Vendors	Training	Total Cost
Staff					
Contracted Staff					
Hardware					
Software					
Maintenance and Support					
Other					
<b>Total</b>					

Table 4.1

Secondary Transcript Exchange Cost Proposal					
	Customized Web Portal	Secondary Transcript Exchange	Consulting with SIS Vendors	Training	Total Cost
Staff					
Contracted Staff					
Hardware					
Software					
Maintenance and Support					
Other					
<b>Total</b>					

Table 4.2

Postsecondary Transcript Exchange Cost Proposal					
	Customized Web Portal	Postsecondary Transcript Exchange	Consulting with SIS Vendors	Training	Total Cost
Staff					
Contracted Staff					
Hardware					
Software					
Maintenance and Support					
Other					
<b>Total</b>					

Table 4.3

Permanent Transcript Repository Exchange Cost Proposal					
	Customized Web Portal	Permanent Transcript Repository Exchange	Consulting with SIS Vendors	Training	Total Cost
Staff					
Contracted Staff					
Hardware					
Software					
Maintenance and Support					
Other					
<b>Total</b>					

Table 4.4

Total Student Record and Transcript Exchange Cost Proposal					
	Customized Web Portal	Temporary and Permanent Transcript Repository	Consulting with SIS Vendors	Training	Total Cost
Staff					
Contracted Staff					
Hardware					
Software					
Maintenance and Support					
Other					
<b>Total</b>					

Table 4.5

Costs for development of the DE permanent transcript repository or any optional products, tools, and/or capabilities must be priced as a separate option.

#### 4.3.2 Cost Proposal Definitions

- Staff should include the cost of all direct employee and employee benefit costs.
- Contracted Staff should include the cost of all third party staffing who are not direct employees of the vendor submitting the proposal.
- Hardware should include a list of all equipment items and the cost associated with each item required for the implementation and operation of the project.
- Software should include all software and operating system software costs, including licensing costs required for the implementation and operation of the project.
- Maintenance and Support should include the ongoing, post-implementation cost of supporting the system but should not include any projected enhancement costs.
- Other should include all travel, supply, and other operating costs incurred as a result of the project.

## **5 Section: Evaluation of Bid Proposals**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the DE. The evaluation process is designed to award the contract not necessarily to the vendor of least cost, but rather to the vendor with the best combination of attributes to perform the required services.

### **5.2 Evaluation Committee**

The DE intends to conduct a comprehensive, fair, and impartial evaluation of bid proposals received in response to this RFP. The DE will use an evaluation committee to review and evaluate the proposals.

### **5.3 Evaluation Criteria**

The evaluation committee will evaluate all proposals and make an award using a two-tier evaluation:

Tier 1 will include the following categories:

- Cost
- Requirements
- Plan
- Experience

Tier 2 will consist of:

- Presentation/Demonstration
- Thoroughness of Response
- Availability to DE

## Tier 1

Category	Maximum Points
<b>Cost</b>	240
<b>Requirements</b>	
Mandatory Technology Requirements	120
Mandatory Functionality Requirements	120
<b>Plan</b>	
Project Work Plan	60
Training Plan	50
<b>Experience</b>	
Key Personnel Experience	80
Past Performance	40
Corporate Experience	40
<b>Total Tier 1 Points</b>	<b>750</b>

Table 5.1

A maximum of five and a minimum of two proposals will be invited to deliver an on-site presentation/demonstration of the proposed Student Record and Transcript Exchange System. The Tier 2 points will be added to the Tier 1 points.

## Tier 2

Category	Maximum Points
Presentation/Demonstration	100
Thoroughness of Response	75
Availability to DE	75
<b>Total Tier 2 Points</b>	<b>250</b>

Table 5.2

<b>Total Tier 1 &amp; 2 Points</b>	<b>1000</b>
------------------------------------	-------------

Table 5.3

## **Category Definitions**

### **Cost**

The DE requires that the vendor clearly identify all costs that are included in this proposal, broken out into meaningful categories. Please refer to Section 4.3 for the specific requirements.

### **Mandatory Technology Requirements**

The DE requires that the vendor provide technology solutions that support a statewide Student Record and Transcript Exchange System at a minimum addresses the DE's priority components. Please refer to Section 3.2.1.10 for specific requirements.

### **Mandatory Functionality Requirements**

The DE requires that the vendor provide proven solutions that support a statewide Student Record and Transcript Exchange System that at a minimum addresses the DE's priority components. Please refer to Section 3.2.1 for specific requirements.

### **Project Work Plan**

The vendor will preset a project plan for this RFP. Please refer to Section 3.2.4 for the specific requirements.

### **Training Plan**

The vendor will present a training plan that describes how it will provide initial training for all users as described in Section 3.2.5.

### **Key Personnel Experience**

Vendors must have sufficient staff, with the requisite skills, to complete a project of this magnitude. Please refer to Section 2.2.1 and Section 3.2.3.1.

### **Past Performance**

The vendor will present evidence of their experience in implementing a Student Record and Transcript Exchange System and a successful record of accomplishing projects of this magnitude as described in Section 2.2.1.

### **Corporate Experience**

Vendors must have experience in implementing a Student Record and Transcript Exchange System with preference to those with experience in implementing education data exchange systems of this magnitude. In addition, the DE requires that a vendor be able to provide superior customer service throughout the duration of the project. The vendor must be capable of meeting the requirements of the RFP, especially the time constraints, at the highest level of quality. Reference checks must be positive. The DE must be able to assess

the overall ability of the vendor to mobilize, undertake, and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualification of management, supervisory, and other staff proposed by the vendor to complete the contract, the availability and commitment to the contract of the vendor's management, supervisory, and other staff proposed and the vendor's contract management plan, including the vendor's contract organizational chart. Please refer to Section 2.2.1 for the specific requirements.

### **Presentation/Demonstration**

Selected vendors will be requested to present their proposal to the DE. The location, order, and schedule of the presentations are at the sole discretion of the DE. Please refer to Section 2.1.17.

### **Thoroughness of Response**

The evaluation committee will assess the overall thoroughness of vendor response to RFP components. A review instrument will be used to ascertain how well major aspects of the proposal are addressed.

### **Availability to DE**

The DE will expect that vendor personnel be responsive to both onsite and remote assistance requests as evidenced throughout the proposal.

## **5.4 Recommendation of the Evaluation Committee**

The evaluation committee will rank the proposals. This recommendation may include, but is not limited to, the name of one or more vendors recommended for selection or a recommendation that no vendor be selected.



## **6 Section: Contract Terms and Conditions**

### **6.1 Contract Terms and Conditions**

The contract that the DE expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the DE and the successful vendor shall be a combination of the specifications, terms, and conditions of the Request for Proposal, including the terms contained in Attachment #6, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the DE.

The contract terms contained in Attachment #6 are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associated with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor.

By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms, and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DE, in its sole discretion, resulting in possible disqualification of the proposal. The DE reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the DE would be served. The terms and conditions of a contract with the selected vendor will include this RFP #DES-001 entitled Iowa Student Record and Transcript Exchange System.

### **6.2 Contract Length**

The term of the contract will be one year and will commence on April 17, 2009, and end on April 17, 2010. The DE shall have the sole option to renew the contract upon the same terms and conditions for additional one-year renewal terms beginning April 18, 2010. The DE intends to award a contract for a period of one to five years depending upon the proposed implementation timeline. The DE shall have the sole option to annually renew the contract upon the same terms and conditions for four additional one-year terms.

## **Attachment #1**

Date

Jim Addy, Issuing Officer  
Iowa Department of Education  
Grimes State Office Building  
400 E. 14th Street  
Des Moines, IA 50319-0146

Re: Request for Proposal Number DES-001  
PROPOSAL CERTIFICATION

Dear Mr. Addy:

I certify that the contents of the proposal submitted on behalf of (name of vendor) in response to the Iowa Department of Education for Proposal Number DES-001 are true and accurate. I also certify that (name of vendor) has not made any knowingly false statements in its proposal.

Sincerely,

Name and Title

## Attachment #2

Date

Jim Addy, Issuing Officer  
Iowa Department of Education  
Grimes State Office Building  
400 E. 14<sup>th</sup> Street  
Des Moines, IA 50319-0146

Re: Request for Proposal Number DES-001  
CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

Dear Mr. Addy:

By submitting a proposal in response to the Iowa Department of Education's (Agency) Request for Proposal (RFP) Number DES-001 for a Student Record and Transcript Exchange System, the undersigned certifies the following:

1. The proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee.
2. The proposal has been developed independently, without consultation, communication or agreement with any other vendor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the award of the contract, directly or indirectly, to any other vendor.
4. No attempt has been made or will be made by (name of vendor) to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between (name of vendor) and the agency that interferes with fair competition or as a conflict of interest.

Sincerely,

Name and Title

### **Attachment #3**

Date

Jim Addy, Issuing Officer  
Iowa Department of Education  
Grimes State Office Building  
400 E. 14th Street  
Des Moines, IA 50319-0146

Re: Request for Proposal Number DES-001  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, ELIGIBILITY, AND  
VOLUNTARY EXCLUSION

Dear Mr. Addy:

By submitting a proposal in response to the Iowa Department of Education's (Agency) Request for Proposal (RFP) Number DES-001 for a Student Record and Transcript Exchange System, the undersigned certifies the following:

1. I certify that, to the best of my knowledge, (name of vendor) and all of its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal agency or agency;
  - b. have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or other criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
  - d. have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause.
2. This certification is a material representation of fact upon which the agency has relied upon when this transaction was entered into. If it is later determined that the undersigned knowingly rendered an erroneous certification, in addition to other remedies available, the agency may pursue available remedies including suspension, debarment, or termination of the contract.

Sincerely,

Name and Title

## **Attachment #4**

Date

Jim Addy, Issuing Officer  
Iowa Department of Education  
Grimes State Office Building  
400 E. 14th St.  
Des Moines, IA 50319-0146

Re: Request for Proposal Number DES-001  
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Addy:

[Name of Vendor] hereby authorizes the Iowa Department of Education (Agency) to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful vendor in response to Request for Proposal Number DES-001.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The vendor is willing to take that risk.

The vendor hereby releases, acquits and forever discharges the state of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the DE in the evaluation and selection of a successful vendor in response to Request for Proposal Number DES-001.

The vendor authorizes representatives of the agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the undersigned's proposal submitted in response to Request for Proposal Number DES-001.

The vendor further authorizes any and all persons, entities to provide information, data, and opinions with regard to the undersigned's performance under any contract, agreement, or other business arrangement, the undersigned's ability to perform, the undersigned's business

reputation, and any other matter pertinent to the evaluation of the undersigned. The undersigned hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references supplied to the agency in the evaluation and selection of a successful vendor in response to Request for Proposal Number DES-001.

Sincerely,

---

Printed Name of Vendor Organization

---

Name and Title of Authorized Representative

---

Date

## Attachment #5

Date

Jim Addy, Issuing Officer  
Iowa Department of Education  
Grimes State Office Building  
400 E. 14th St.  
Des Moines, IA 50319-0146

Re: Request for Proposal Number DES-001  
CERTIFICATION REGARDING REGISTRATION, COLLECTION  
AND REMISSION OF STATE SALES AND USE TAX

Dear Mr. Addy:

Pursuant to Iowa Code Sections 423.2(10) & 423.5(8) (2005 Code Sup.) - a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, remit Iowa sales tax and Iowa use tax levied under Iowa Code Chapter 423 on all sales of tangible personal property and enumerated services. The Act also requires vendors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a proposal in response to Iowa Department of Education's (Agency) Request for Proposal (RFP) Number DES-001 for a Student Record and Transcript Exchange System, the undersigned certifies the following:

- ☐ [Name of Vendor] is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code Chapter 423; or
- ☐ [Name of Vendor] is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43).
- ☐ [Name of Vendor] acknowledges that the Agency may declare the [Name of Vendor]'s bid or resulting contract void if the above certification is false.
- ☐ [Name of Vendor] understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

Sincerely,

Name and Title

## Attachment #6

### Contract Terms and Conditions

Agreement #

#### CONTRACTUAL AGREEMENT BETWEEN

STATE OF IOWA, DEPARTMENT OF EDUCATION, (DE) Bureau/Division of \_\_\_\_\_  
Grimes State Office Bldg., 400 E 14<sup>th</sup> St, Des Moines, IA 50319-0146.  
Department Contact Person: \_\_\_\_\_ Phone: (515) \_\_\_\_\_

**AND**

CONTRACTING PARTY - AGENCY OR INDIVIDUAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

AGENCY CONTACT PERSON OR AGENCY PERSON TO PERFORM SERVICES: \_\_\_\_\_

CONTRACTING PARTY: IF AN INDIVIDUAL, YOUR SOCIAL SECURITY NUMBER: \_\_\_\_\_  
IF AN AGENCY, YOUR FEIN NUMBER: \_\_\_\_\_

THE DEPARTMENT WILL COMPENSATE FOR THE FOLLOWING SERVICES RENDERED BY CONTRACTING PARTY:  
(DESCRIPTION OF SERVICES) \_\_\_\_\_

**CONTRACT PERIOD:** Service begins: \_\_\_\_\_ Service ends: \_\_\_\_\_

**COMPENSATION:** As indicated and in accordance with the stated terms below.

Contract is for actual costs estimated as shown here in total and itemized below under "Associated Costs" section.

Contract is for a specified fee totaling the shown amount for \_\_\_\_\_ (Number) \_\_\_\_\_ (Units) at \$\_\_\_\_\_ per \_\_\_\_\_ (Unit)

**\$0.00**

**CONTRACT IS NOT TO EXCEED AMOUNT SHOWN ON THIS LINE.**

**ASSOCIATED COSTS:** Only the items designated are covered; required documentation is indicated under "Other Conditions and Requirements" section. (Estimated costs shown)

\$\_\_\_\_\_ TRAVEL: FROM \_\_\_\_\_ TO \_\_\_\_\_ AND RETURN

via means and for the amounts shown:

Air Coach \$\_\_\_\_\_ Auto \$\_\_\_\_\_ Taxi \$\_\_\_\_\_ Parking \$\_\_\_\_\_

Other \$\_\_\_\_\_ (As stipulated in "Description of Services" section.)

\$\_\_\_\_\_ MEALS: Actual and necessary; not to exceed the following rates:

Breakfast \$\_\_\_\_\_ Lunch \$\_\_\_\_\_ Dinner \$\_\_\_\_\_

\$\_\_\_\_\_ LODGING: Number of nights \_\_\_\_\_, not to exceed \$\_\_\_\_\_ per night, plus tax.

\$\_\_\_\_\_ OTHER: (ITEMIZE) \_\_\_\_\_

**CLAIM/PAYMENT PROVISIONS:** \_\_\_\_\_

Payment requests should be submitted to the attention of: \_\_\_\_\_

**\*FOR DEPARTMENT OF EDUCATION USE ONLY\***

							PAYMENTS
FUND	AGENCY	ORGN	S/ORG	OBJ	PROG	AMOUNT	
	0282						
	0282						
	0282						
	0282						
TOTAL CONTRACT AMOUNT						\$0.00	
PRE-CONTRACT (ATTACHED OR N/A)		SOLE SOURCE (ATTACHED OR N/A)		PRIOR APPROVAL (ATTACHED OR N/A)			



**OTHER CONDITIONS/REQUIREMENTS:** Unless otherwise stipulated, the rates and requirements listed below shall apply:  
Mileage reimbursement rate: 34¢ per mile.  
Original Receipts: Must be submitted with a signed claim when the contract is with an individual. Receipts are required for the following: (Credit card receipts are not acceptable)

TRAVEL: Air coach, taxi fares, related parking fees and car rental.  
LODGING: Reimbursement approved only for those residing outside the designated meeting site. Lodging must be outside contracting party’s domicile.  
OTHER: Registration fees and other items (as designated under “Associated Costs” section) require receipts unless specified otherwise.

Itemized Invoice: An agency must submit an itemized invoice detailing the expenses allowed by the contract.

**ALL CLAIMS MUST BE FILED WITHIN 30 DAYS FOLLOWING THE CONTRACT SERVICE ENDING DATE.**

**TERMINATION:** This contract may be terminated by either party upon ten- (10) days written notice.

**NONTRANSFERENCE:** Unless otherwise stipulated in this contract, the contracting party shall not transfer any interest in this contract without prior written approval from the Department of Education.

**AMENDMENTS:** Requests for an approval of amendments to this agreement must be mutually acceptable and in writing.

**INDEMNIFICATION:** The contracting party agrees jointly and severally to indemnify and hold the State, its successors and assigns harmless from and against all liability, loss, damage, or expense, including reasonable counsel fees, which the State shall incur by reason of the failure of the contracting party to perform fully and comply with the terms and obligations of this agreement.

**AVAILABILITY OF FUNDS:** This contract is subject to the anticipated availability of Federal and/or State funds under the program from which it is supported.

**ASSURANCE:** THE CONTRACTING PARTY, BY SIGNATURE AFFIXED BELOW, ASSURES THE DEPARTMENT THAT SAID CONTRACTING PARTY IS OPERATING IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL STATUTES, RULES AND REGULATIONS. INCLUDING CERTIFICATION THAT THE CONTRACTOR AND/OR ITS PRINCIPAL OFFICIALS ARE NOT SUSPENDED OR DISBARRED.

**REPRESENTATIONS:** VERBAL OR WRITTEN, THAT MAY HAVE BEEN MADE PRIOR TO THE SIGNING OF THIS CONTRACT AND ARE NOT EXPRESSLY STATED IN THE TERMS OF THE CONTRACT, ARE NONBINDING, VOID AND OF NO EFFECT. NEITHER PARTY HAS RELIED ON SUCH PRIOR REPRESENTATIONS IN ENTERING INTO THIS CONTRACTUAL AGREEMENT.

_____	_____	____/____/____
DE CONTACT (Requesting service)	TITLE	DATE
_____	_____	____/____/____
DE ADMINISTRATION	TITLE	DATE
_____	_____	____/____/____
CONTRACTING AGENCY OR INDIVIDUAL	TITLE	DATE
_____	_____	____/____/____
DE AUTHORIZING SIGNATURE	TITLE	DATE

**CONTRACTING PARTY: SIGN, DATE, AND RETURN ORIGINAL COPY TO THE DEPARTMENT. THIS CONTRACT WILL BE VALID WHEN YOU RECEIVE A COPY WITH THE DEPARTMENT OF EDUCATION’S AUTHORIZING SIGNATURE.**

AGREEMENT # \_\_\_\_\_